

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT, made and entered into on 05 day of August, 2021, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **REPAIRERS OF THE BREACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 34152, Lexington, Kentucky 40588 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')).

WHEREAS, Government and Grantee entered into an Agreement dated February 17, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$10,000 in federal Community Development Block Grant Program (CFDA 14.218) as provided by the 2020 Consolidated Plan, for operation of the E7 Kids Café youth services program located at 401 N. Upper Street, Lexington, Kentucky, 40508 principally for low-income persons in Census Tracts #2 and #3;

WHEREAS, SUBRECIPIENT has requested to change the location where it will provide the youth services program;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

WHEREAS, the Agreement also provides that the Agreement may be amended only in writing executed by the GOVERNMENT and the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree that Section I.A. of the Agreement, titled "Activities," is hereby amended to read as follows:

The SUBRECIPIENT will be responsible for the operation of the E7 Kids Café youth services program, which is an after-school program that provides meals, tutoring, computer access, field trips and educational enrichment activities. The E7 Kids Café youth services program will be located at 1510 Versailles Road, Lexington, KY, 40504, as of January 1, 2021. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

In all other respects, except as specifically modified herein, the terms of the Agreement dated February 17, 2021, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

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SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Summers

Clerk of Urban County Council

REPAIRERS OF THE BREACH, INC.

BY: *Tanya Spiller*

Signature of Authorized Official

Tanya S Roodhouse

Printed Name